

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

DIVERSE LYNX, LLC

Defendant.

Civil Action No.: 3:17-cv-03220-MAS-TJB

CONSENT DECREE

This lawsuit was initiated on May 8, 2017, by Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC"), an agency of the United States Government, alleging that Defendant Diverse Lynx, LLC ("Defendant" or "Diverse Lynx, LLC") violated the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. ("ADEA"), by discriminating against Kadambi Vijaisimh on the basis of age. This Decree is not an admission by either party of the claims or defenses of the other party.

In consideration of the mutual promises of each party to this Decree, and in settlement of this lawsuit, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

GENERAL PROVISIONS

Purpose of this Decree

1. The EEOC and Defendant (the "parties") desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties, including Diverse Lynx, LLC's successors, assigns, subsidiaries, and affiliates.



2. This Decree resolves the allegations in EEOC Charge of Discrimination number 540-2014-02345 and the Complaint filed in this action. This Decree does not resolve any other charges of discrimination currently pending before EEOC or any charge that may be filed in the future against Defendant or Defendant's successors, assigns, subsidiaries and, affiliates, and any other corporation or entity into which Defendant may merge or with which Defendant may consolidate.
3. The parties agree that this Court has jurisdiction of the subject matter of this litigation and the parties, that venue is proper, and that all administrative prerequisites have been met.
4. Diverse Lynx, LLC will not contest the validity of this Decree, the jurisdiction of the United States District Court for the District of New Jersey to enforce this Decree and its terms, or the right of the EEOC to pursue an enforcement action upon breach of any of the terms of this Decree.
5. The terms of this Decree represent the full and complete agreement and settlement of the parties. The parties agree that this Decree may be entered into without findings of fact and/or conclusions of law being made and entered by the Court.
6. The Effective Date of this Decree shall be the date that it is entered.
7. Diverse Lynx, LLC agrees that before it engages in any transfer of its business or its assets, it will provide written notice of this lawsuit and a copy of the Complaint and this Decree to any potential purchaser of the Company, and to any potential successors, assigns, subsidiaries, or affiliates, including any entity with which Diverse Lynx, LLC may merge or consolidate. Diverse Lynx, LLC will provide written notice to the EEOC fifteen (15) days before any purchase or transfer of its business or assets.

8. Except as otherwise provided for in this Decree, all notifications, reports, and communications to the parties required under this Decree will be made in writing and will be sufficient if delivered via email, hand-delivery, or certified, registered, or overnight mail to the following persons (or their designated successors):

For EEOC:

Rosemary DiSavino
Senior Trial Attorney
Two Gateway Center,
Suite 1703
283-299 Market Street
Newark, N.J. 07102
rosemary.disavino@eeoc.gov

and

decreecmonitor.nydo@eeoc.gov

For Diverse Lynx, LLC:

Patrick Papalia
Archer & Greiner, P.C.
21 Main Street Hackensack, N.J.
ppapalia@archerlaw.com

and

Shubhendra Varma
Diverse Lynx, LLC
300 Alexander Park, Suite 200
Princeton, New Jersey 08540

varma@diverselynx.com

Any party may change such addresses by written notice to the other parties setting forth a new address for this purpose.

9. The parties agree that "employees" as used throughout this Decree and in any documents, conduct, or actions generated in accordance with this Decree includes persons who perform work which benefits Diverse Lynx, LLC including but not limited to full-time, part-time, and per diem employees.

EQUITABLE RELIEF

10. Diverse Lynx, LLC, its managers, officers, agents, and any other person or entity acting on its behalf which Diverse Lynx has the ability to control, are enjoined from:

- (A) failing or refusing to recruit, solicit, and/or refer job applicants on the basis of age;
- (B) requesting or otherwise soliciting the year of birth of job applicants before presenting the applicant for consideration to a prospective employer, and then, only requesting an applicant's year of birth when a job offer has been made and accepted. Nothing in this decree prevents Diverse Lynx from obtaining documents that contain an applicant's birth year if there is a lawful business need to do so;
- (C) taking any retaliatory action against any person because the person has made any formal or informal complaint or charge, about, or has taken any action to oppose any practice made unlawful by the ADEA, including but not limited to any person that made, participated, testified, or assisted the EEOC in any manner, or sought or received relief in this action, the administrative proceedings in this action, or in any other proceeding under the ADEA.

Anti-Discrimination Policy

11. Within thirty (30) days of the entry of this Decree, Diverse Lynx, LLC will adopt and adhere to an anti-discrimination policy which will contain at least the following elements and, although the EEOC's review of the policy does not constitute a representation by the EEOC that Diverse Lynx, LLC is compliant with federal anti-discrimination laws, Diverse Lynx, LLC will provide the proposed policy to the EEOC for review before this Decree is finalized:

- (a) a definition describing discrimination in a manner consistent with the requirements of the ADEA, including but not limited to a specific reference to non-discrimination in the recruiting, solicitation, referral, and hiring process;
- (b) a clear, unambiguous prohibition of discrimination because of age, and a statement that such conduct violates the law and company policy;
- (c) a statement that all employees, regardless of level, are responsible for implementing the policy and for cooperating fully in its enforcement;
- (d) a statement that it is the duty of all supervisors and all management officials who receive a complaint of discrimination to report the complaint to the appropriate personnel;
- (e) a statement that it is the duty of all supervisors and management officials to monitor the workplace for discrimination and that if they suspect that such conduct has taken place, even if the discrimination originates from an outside vendor or client, it is their duty to report it to the appropriate personnel;
- (f) a statement that employees, job applicants, and prospective job applicants will not be subjected to retaliation for reporting suspected discrimination;
- (g) a statement that reports of discrimination and investigations of those reports will be kept confidential by those charged with receiving and/or investigating such reports unless disclosure is required for investigation or by law;
- (h) a statement that all reports will be investigated promptly and impartially by the appropriate personnel;
- (i) a description of the investigation procedure, including a timeframe for completion of the investigation;
- (j) a statement warning that persons who engage in, ratify, or perpetuate discrimination will be subject to disciplinary action, up to and including immediate discharge;
- (k) a statement that employees and applicants have a right to report practices that they believe to be unlawful discrimination to government agencies, including the EEOC, which is the agency of the United States Government that enforces federal laws prohibiting employment discrimination and investigates reports of such discrimination;
- (l) a statement that the complainant will be informed when the investigation is complete and any action taken as a result of the investigation.
- (m) the Statement of Equal Opportunity described in paragraph 18 of this Decree.

12. Within thirty (30) days of the adoption of the anti-discrimination policy, Diverse Lynx, LLC will display on its website and office notice board and distribute a copy of the policy to all current managers and employees involved in the recruiting, hiring and placement of candidates and employees via email. Diverse Lynx, LLC will provide a copy of this policy to be read and signed by all new managers and employees involved in the recruiting, hiring and placement of candidates and employees hired thereafter within two (2) weeks of such person's first day of work.

13. Within thirty (30) days of the adoption of the anti-discrimination policy, Diverse Lynx, LLC will include its anti-discrimination policy in its Employee Handbook and will make the policy available in all places that make other human resources information or policies available to employees.

Anti-Discrimination Training

14. Within ninety (90) days of the Effective Date and on an annual basis thereafter on the anniversary of this Decree while it is in effect, Diverse Lynx, LLC will provide no fewer than two (2) hours of live training to all Diverse Lynx, LLC employees involved in the recruitment, solicitation, referral, and/or hiring of employees including but not limited to all officers, account executives, and recruiters.

15. Diverse Lynx, LLC will require that all new employees who are hired after the most recent training referred to in Paragraph 13 and who are involved in the recruitment, solicitation, referral, and/or hiring of employees view a video of the most recent full 2 hour live training referred to in paragraph 13 within 90 days of the start of their employment.

16. All training described in this section will be provided by a trainer or vendor identified by Diverse Lynx, LLC and approved by the EEOC which approval shall not be unreasonably withheld. Thirty (30) days prior to commencing the training described in this

Decree, Diverse Lynx, LLC will give the EEOC the training outline and materials for review and approval. Diverse Lynx, LLC will implement any recommendations made by the EEOC regarding the training. Reference to the training in this Decree is not a representation by EEOC that Diverse Lynx, LLC has been or currently is in compliance with federal anti-discrimination laws.

17. Diverse Lynx, LLC will notify the EEOC, in writing, at least thirty (30) days prior to its live training of the date, time, and location of the training. The EEOC may and is entitled to send one or more representatives to attend the training.

18. Within thirty (30) days of the training required by this Decree, Diverse Lynx, LLC will provide an electronic list of the name, job title, date of hire, and work locations of all employees and a separate list of attendees, including the date and location of attendance, to the EEOC for review.

Statement of Equal Opportunity

19. Within thirty (30) days of the Effective Date of this Decree, the President of Diverse Lynx, LLC will issue a statement to all Diverse Lynx, LLC employees stating the company is an Equal Opportunity Employer in all aspects of employment including but not limited to recruitment, solicitation, referral, and hiring. An EEO statement also will be prominently displayed on the job posting section of the company's website, and in all employment brochures, job fair materials, email correspondence and Diverse Lynx, LLC locations, except where it is not technologically possible to do so; Diverse Lynx, LLC will provide the statement to the EEOC for review.

Complaint Procedure, Phone Number and Dedicated E-Mail Address

20. Within thirty (30) days of the Effective Date, Diverse Lynx, LLC will establish a telephone number (the "Number") and secure e-mail address where any Diverse Lynx, LLC job

applicant, employee, or other individual may report complaints of perceived discrimination in violation of the ADEA. All complaints received through the Number or the e-mail address will be recorded and investigated by the appropriate personnel outlined in the Anti-Discrimination Policy. These and all other records created as part of the investigation will be preserved by Diverse Lynx, LLC for the duration of the Decree. The Number and the e-mail address will be issued to all Diverse Lynx, LLC employees at the time that the President issues the statement of equal opportunity as described in paragraph 18, and will be prominently displayed on the job posting section of the company's website and at Diverse Lynx, LLC locations in the area where other employee notices are posted.

Posting and Distribution of Notice

21. Within thirty (30) days of the entry of this Decree, Diverse Lynx, LLC will conspicuously post and maintain a "Notice of Lawsuit and Resolution" (the "Notice," attached as Exhibit A), typed in 14-point font, in all company business locations where employees involved in the recruiting, hiring and placement of candidates work where employee notices are posted.

MONITORING AND REPORTING

22. EEOC may monitor Diverse Lynx, LLC's compliance with this Decree through whatever means deemed necessary by the EEOC including but not limited to the inspection of Diverse Lynx, LLC's premises and records, and interviews with Diverse Lynx, LLC's officers, agents, employees, contractors, and clients at reasonable times with two days' advance written notice. The EEOC may inspect Diverse Lynx LLC's premises without advance notice for the sole purpose of monitoring its compliance with the notice posting requirement of paragraph 20. Diverse Lynx, LLC will provide a response to and cooperate with the EEOC's requests for information within 10 business days of the request.



23. Diverse Lynx, LLC shall retain all materials created or received by Diverse Lynx, LLC in connection with any hiring and/or referral process for a period of one year from the date of the making or receipt of the record or the hiring and/or referral decision involved, whichever occurs later. This requirement includes, without limitation, all materials submitted by a job applicant (e.g., resumes, letters, inquiries, e-mails), all written communications between Diverse Lynx, LLC and any third party (e.g., job-posting websites, newspapers) regarding recruitment efforts or advertisements for employment, and any other materials created or received by Diverse Lynx, LLC regarding job applicants and Diverse Lynx, LLC's hiring and/or referral processes and decisions.

24. Diverse Lynx, LLC shall require personnel within its employ, upon request by the EEOC, to cooperate reasonably with and to be interviewed by the EEOC for purposes of verifying compliance with this Decree. Diverse Lynx, LLC shall permit a representative of the EEOC to enter Diverse Lynx, LLC's premises on two business days' written notice, during normal business hours, for purposes of inspecting any relevant documents or records or otherwise verifying compliance with this Decree.

25. If during the term of this Decree the EEOC believes that Diverse Lynx, LLC has failed to comply with any provision(s) of the Decree, the EEOC shall notify Diverse Lynx, LLC of the alleged non-compliance and shall afford Diverse Lynx, LLC ten (10) business days to remedy the non-compliance or satisfy the EEOC that Diverse Lynx, LLC has complied. If Diverse Lynx, LLC has not remedied the alleged non-compliance or satisfied the EEOC that it has complied within ten (10) business days, the EEOC may apply to the Court for relief, including modification of this Decree or other relief that the Court determines to be appropriate. If the EEOC determines that waiting ten business days will result in immediate harm to the

public interest, it may apply to the Court for relief without waiting ten (10) business days.

26. Diverse Lynx, LLC shall furnish to the EEOC the following written reports semi-annually ("Semi-Annual Report") during the term of this Decree. The first Semi-Annual Report shall be due six (6) months after entry of the Decree. Subsequent Semi-Annual Reports shall be due every six (6) months thereafter, except that the final Semi-Annual Report shall be due thirty (30) calendar days prior to the expiration of the Decree. Each such Semi-Annual Report shall contain:

- (i) Copies of all records described in Paragraph 19, above, for the six (6) month period preceding the Semi-Annual Report or a certification by Diverse Lynx, LLC that no complaints or reports of discrimination were received during that period; and
- (ii) A certification by Diverse Lynx, LLC that the Notice required to be posted pursuant to Paragraph 20 of the Decree remained posted in the manner required during the entire six (6) month period preceding the Semi-Annual Report.

MONETARY RELIEF

27. Within fifteen (15) days of the later of entry of this Decree and receipt by Diverse Lynx, LLC of a copy of a Release Agreement executed by Kadambi Vijaisimh in the form set forth in Exhibit B to this Decree, Diverse Lynx, LLC will pay Vijaisimh \$25,000 for lost wages and \$25,000 in liquidated damages.

28. Diverse Lynx, LLC will make all required withholdings from the portions of the payment representing back pay for applicable federal, state, and local income taxes and the employee share of federal payroll taxes. Diverse Lynx, Inc. will be responsible for (and may not deduct from the payment to Vijaisimh) any tax obligation Diverse Lynx, LLC incurs as a result



of the payment, including the employer's share of federal payroll taxes.

29. If the payment due under this Decree is not issued and mailed in full within the fifteen (15) day period required by Paragraph 27, for each additional business day that it remains unpaid Diverse Lynx, LLC shall pay to Vijaisimh, in the manner set forth above, an amount equal to the greater of \$25 or 0.1% of the unpaid amount in interest.

SIGNATURES

30. Each signatory to this Decree represents that s/he is fully authorized to execute this Decree and to bind the parties on whose behalf s/he signs.

DURATION OF DECREE

31. This Decree will remain in effect for two (2) years from the Effective Date. The Decree will not expire against any signatory while any enforcement action is pending against that signatory.

32. If the EEOC has notified Diverse Lynx, LLC in writing not fewer than fifteen (15) days in advance of the expiration of this Decree that Diverse Lynx, LLC is not in compliance with any provision of this Decree, Diverse Lynx, LLC's obligations under this Decree will remain in effect until the Court determines after application that Diverse Lynx, LLC has performed its obligations under this Decree.

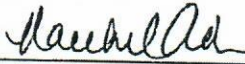
33. No party will dispute that the Court has jurisdiction over this action for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein. Upon signature and approval by the Court, the matter may be administratively closed but will not be dismissed.


34. When this Decree requires a certification by Diverse Lynx, LLC of any fact(s), such certification shall be made under oath or penalty of perjury by an officer or management employee of Diverse Lynx, LLC.

A handwritten signature in black ink, appearing to be 'JW' or similar, with a horizontal line underneath.

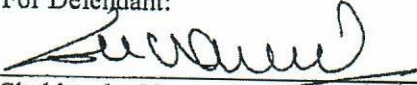
APPROVED IN FORM AND CONTENT:

For Plaintiff EEOC:

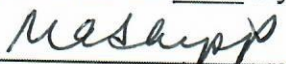
 FOR JUSTIN MULAIRE
Justin Mulaire
Supervisory Trial Attorney
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004


Rosemary DiSavino
Senior Trial Attorney
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Two Gateway Center, Suite 1703
283-289 Market Street
Newark, N.J. 07102

For Defendant:


Shubhendra Varma, President
Shubhendra Varma
Diverse Lynx, LLC
300 Alexander Park, Suite 200
Princeton, New Jersey 08540

SO ORDERED this 6th day of March, 2018


United States District Judge

213682459v1
213683678v1

Exhibit A



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office**

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
For General Information: (800) 669-4000
TTY: (800)-669-6820
District Office: (212) 336-3721
General FAX: (212) 336-3625

NOTICE OF LAWSUIT AND SETTLEMENT

This Notice is being posted as part of a Consent Decree, settling a lawsuit brought by the U.S. Equal Employment Opportunity Commission ("EEOC") against Diverse Lynx, LLC, in Federal court in the District of New Jersey (Civil Action No. 17-cv-03220). In its lawsuit, EEOC alleged that Defendant unlawfully discriminated against a job applicant because of his age.

Federal law prohibits employers and employment agencies from discriminating against applicants and employees and job applicants based on age, sex, national origin, religion, race, color, age, disability, or genetic information. Federal law also prohibits employers from retaliating against individuals who complain about or oppose discrimination or participate in any way in the filing or investigation of a complaint.

Diverse Lynx, LLC and its owners, managers, and supervisors, will support and comply with Federal law prohibiting discrimination against any job applicant or employee because of an individual's age.

Under the consent decree, Diverse Lynx, LLC will:

1. Will not discriminate against applicants or employees based on age, or retaliate against any person who exercises his or her rights under Federal anti-discrimination laws;
2. Will maintain and distribute written policies and procedures prohibiting age discrimination and enabling employees and job applicants to file complaints;
3. Will provide training on Federal laws prohibiting employment discrimination to all applicants as well as employees;
4. Will permit EEOC to monitor compliance with the Consent Decree;
5. Will post this Notice; and

Should you have a complaint of discrimination, you may report it to any EEOC office throughout the United States, including the Newark Area Office, at:

Equal Employment Opportunity Commission
Newark Area Office
One Newark Center, 21st Floor
Newark, NJ 07102-5233
(800) 669-4000
www.eeoc.gov

Dated: _____

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE ALTERED OR
DEFACED BY ANYONE OR COVERED BY ANY OTHER MATERIAL**

This notice must remain posted for three years from date shown above, and most not be altered, defaced, or covered by any other material. Any question concerning this Notice or compliance with its provision may be directed to the U.S. Equal Employment Opportunity Commission at the number listed above.

EXHIBIT B

RELEASE AGREEMENT

In consideration for \$50,000 paid to me by Diverse Lynx, LLC, in connection with the resolution of EEOC v. Diverse Lynx, LLC, Case No. 3:17-cv-03220-MAS-TJB (D. N.J.), I waive my right to recover for any claims of discrimination arising under The Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. ("ADEA"), that I had against Diverse Lynx, LLC, prior to the date of this release and that were included in the claims alleged in EEOC v. Diverse Lynx, LLC, Case No. 3:17-cv-03220-MAS-TJB, or in Charge 540-2014-02345 at the Equal Employment Opportunity Commission.

Date: _____

Signature: _____
Kadambi Vijaisimh